THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.25361 OF 2003

05th JANUARY, 2007.

Between:

Syed Anwar Hussain Quadri .. petitioner.

And

The Regional Manager, A.P.S.R.T.C.,
Karimnagar Region, Karimnagar. .. Respondent.

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.25361 OF 2003

ORDER:

The petitioner herein had submitted his tender pursuant to the tender notification dated 24-7-2003 issued by the respondent – A.P. State Road Transport Corporation (for short, 'the Corporation') for running a dormitory in the new commercial complex of Karimnagar Bus-station. He has quoted a sum of Rs.12,005-39 ps towards the monthly licence fee and the same was found to be the highest bid. Since the amount quoted was found to be not competitive, the Corporation called upon the petitioner for negotiations and requested to increase the offer. However, the petitioner insisted on grant of permission for construction of rooms and bathrooms in the allotted area at his cost. The same was not accepted by the Corporation and by letter dated 22-11-2003, the petitioner was called upon to pay six months licence fees at the rate of Rs.12,005-39 ps per month towards security deposit. Aggrieved by the same, this writ petition is filed seeking a direction to the respondent to permit the petitioner to construct rooms and bath-rooms in the area earmarked for dormitory in the 1st floor of new commercial complex, Karimnagar Bus-station or in the alternative to refund the earnest money deposit amount by declaring that the proceedings of the respondent dated 22-11-2003 as arbitrary and illegal.

I have heard the learned Counsel for both the parties and perused the material on record.

A perusal of the proceedings of the respondent dated 22-11-2003 shows that though the petitioner did not agree for increase of his offer, the Corporation accepted the initial offer made by the petitioner at the rate of Rs.12,005-39 ps per month towards licence fee. However the request of the petitioner for construction common rooms, toilets at

his own cost in the halls was not agreed since it was found technically not suitable as per the plan submitted by the petitioner. The said decision of the petitioner cannot be held to be arbitrary or illegal since the tender notice dated 24-7-2003 did not contain any provision for such constructions.

However the petitioner did not occupy the premises in question alleging that without constructing additional rooms and bathrooms, the dormitory cannot be maintained. The learned Counsel for the Corporation submitted that in view of the dispute raised by the petitioner, the tenders could not be finalized and the premises could not be leased out for the past 3 years.

As expressed above, since the impugned action of the respondent cannot be held to be arbitrary, illegal or in violation of any statute, though the Mandamus as prayed for cannot be granted, having regard to the facts and circumstances I am of the opinion that the petitioner is entitled for refund of the earnest money paid by him.

Accordingly, the Writ Petition is disposed of with a direction to the respondent Corporation to refund the earnest money paid by the petitioner pursuant to the tender notice dated 24-7-2003 within a period of four weeks from the date of receipt of this order. The claim of the petitioner with regard to the interest if any, it is always open to the petitioner to make an appropriate representation to the respondent, in which event the same will be considered by the respondent Corporation in accordance with law. No order as to costs.

_____

(G. ROHINI, J.)

05-01-2007
gbs
Note:- CC in one week.